

Memorandum of Agreement

BETWEEN

**Ottawa Police Service
(The "Service")**

AND

**Ottawa Police Association
(The "Association")**

WHEREAS, the Service is currently dealing with the ongoing demonstrations in Ottawa relating to anti-restriction related protests, known as the "Convoy Protest";

AND WHEREAS, the City of Ottawa has declared a State of Emergency related to the Convoy Protest;

AND WHEREAS, the Service requests to amend the hours of work for the Frontline Directorate in order to adequately staff the ongoing demonstrations related to the Convoy Protest;

NOW THEREFORE, the parties agree to the following terms and conditions on a without prejudice and precedent basis:

1. All members of Frontline Directorate- Platoon and Fixed Operations, whose hours of work are governed by Article 12:02 of the Collective Agreement for Sworn Personnel, or Article shall work modified hours of work for the period of February 9- March 1, 2022, or as amended by agreement between the Service and Association.
2. For the period of February 9-March 1, 2022, as amended, the above-mentioned modified hours of work shall be in accordance with Appendix A of the Memorandum of Agreement ("the Agreement").
3. Throughout the period of modified hours of work, any time worked in excess of 10 hours and 45 minutes per tour of duty shall be compensated for by way of overtime pursuant to Article 13 of the Collective Agreement for Sworn Personnel.

4. During the periods of transition into and out of, and throughout the period of modified hours of work, employees shall be entitled to overtime pursuant to Article 13:03 of the Collective Agreement for Sworn Personnel in the event of a shift change without 72 hours' notice.
5. Throughout the period of modified hours of work, employees shall continue to receive a paid meal break of 45 minutes. For clarity, any member who is unable to take a paid meal break of 45 minutes will be entitled to premium pay for the missed meal break pursuant to the collective agreement.
6. Any leave credits used throughout the period of modified hours of work shall be deducted based on the number of hours scheduled to work (ex: 10 hours and 45 minutes of IPP or Annual Leave for a scheduled 12 hour shift with no overtime to be paid for the additional scheduled 1 hour and 15 minutes).
7. It is understood that overtime may be accrued by members of the sworn or civilian bargaining units, not identified in number 1 herein, but who will work overtime as a result of being assigned work associated with the Convoy Protest. This section will apply to all members. The Service agrees to remove the 120-hour cap on the Consolidated Overtime Bank for the duration of the period of modified hours of work. During the period of modified hours of work, members may accumulate more than 120 hours in the Consolidated Overtime Bank. Any hours over and above 120 hours shall be cashed out on December 31, 2022.
8. Upon mutual agreement of the Parties, the period of modified hours of work may be extended or shortened from the agreed upon time period of February 9-March 1, 2022.
9. The parties agree that upon conclusion of the period of modified work hours, the Hours of Work provisions of Article 12:02 of the Collective Agreement for Sworn Personnel shall resume.
10. The Service and Association agree that this Memorandum may be brought to an end prior to March 1, 2022, if circumstances warrant, and that the Service and Association agree to any necessary steps to return to the pre-Convoy Protest hours of work.
11. The Service and Association confirm that the sworn and civilian collective agreement Court Time Shift Adjustments continue to apply throughout the application of the Memorandum.
12. For clarity, the Service and Association agree that members from the existing Alpha and Echo Platoons are assigned to Bravo & Delta/Charlie & Foxtrot and will be assigned general patrol duties and will be treated fairly in such assignments. For

additional clarity, best efforts will made to balance assignments to the Convoy Protest on each Platoon. Staff Sergeants from Alpha and Echo will be assigned to Bravo & Delta/Charlie & Foxtrot and will continue with responsibilities commensurate with their rank.

13. The parties agree that this Agreement is without precedent and prejudice and the Association agrees not to pursue any claim, under the Collective Agreement or any relevant statute, with respect to the above noted matters save and except from one arising out of this Agreement.

EXECUTED at Ottawa on the dates below indicated:

8/2/2022

Date

per:

For the Service

Date

per:

For the Association